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13 IN THE UNITED STATES DISTRICT COURT

14 JEFFREY HUNTINGTON, Case No.: _____
15 Plaintiff,

16 VS.

17 SMOKE CITY FOR LESS LLC d/b/a
18 SMOKE CITY FOR LESS; LG CHEM
19 LTD.; AND DOES 1-50

20 Defendants.

21 **COMPLAINT AND DEMAND FOR
JURY TRIAL**

22 COMES NOW, Jeffrey Huntington (hereinafter "Plaintiff") by and through
23 his attorneys of record, and for causes of action against the above-named
24 Defendants complains, alleges, and states as follows:

I. PARTIES

1. Plaintiff Jeffrey Huntington is a resident of and is domiciled in the State of Oregon. At the time of the incident that forms the basis of this lawsuit, Plaintiff resided in Plymouth, Washington. He moved to Oregon in 2020.

2. At all times material hereto, Smoke City for Less LLC d/b/a Smoke City for Less (hereinafter “Smoke City”), is and was a Washington Corporation with its principal place of business located at 3600 W Clearwater Ave, Kennewick, WA 99336. Its registered agent for service is Ibrahim Jaber, who may be served at the same address.

3. Upon information and belief, Smoke City operates no fewer than four separate locations in the greater Pacific Northwest. It has three stores in the State of Washington, one in Pasco, one in Richland, and one in Kennewick. Its Oregon retail location, which does business as “Smokecity4less,” and from which Plaintiff purchased the LG MH1 3200mAh 10A rechargeable lithium-ion battery that exploded and injured him (hereinafter “the Subject Battery”), is located at 125 SE 4th St., Hermiston, Oregon 97838.

4. Upon information and belief, and at all times relevant hereto, Smoke City was and is engaged in the business of designing, developing, manufacturing,

1 testing, packaging, promoting marketing, distributing, labeling, and/or selling
2 rechargeable 18650 lithium-ion batteries like the Subject Battery.
3

4 5. At all times material hereto, Defendant LG Chem Ltd. (hereinafter
5 “LG Korea”) is a multi-national chemical corporation founded in Korea in 1947,
6 and organized under the laws of the Republic of Korea. It boasts of leading the
7 global market in the manufacture and sale of lithium-ion batteries like the Subject
8 Battery. It has a network of wholly owned subsidiaries in and throughout the United
9 States that work together to sell various products nationwide.
10

12 6. LG Korea designed, manufactured, distributed, sold, and/or otherwise
13 placed the Subject Battery that injured Plaintiff into the stream of commerce.
14

15 7. The instant case involves the explosion of a lithium-ion battery and
16 the Subject Battery, and other similar/identical 18650 lithium-ion batteries, which
17 were advertised, marketed, sold, distributed, and placed into the stream of
18 commerce through the engagement of LG Korea and one or more distributors and/or
19 retailers who sell and distribute LG products, including the Subject Battery and
20 similar batteries to consumers.
21

23 8. LG Korea sells lithium-ion batteries to Chinese companies known to
24 LG Korea to be distributors of e-cigarette and personal vaping products, including
25 the Subject Battery. LG Korea knows and intends that the Chinese entities to which
26 the Subject Battery. LG Korea knows and intends that the Chinese entities to which
27

1 it sells its products, including lithium-ion 18650 batteries, will distribute said
2 products to e-cigarette and vaping retailers, wholesalers, and distributors
3 throughout the United States, including in Oregon and Washington States.
4

5 9. At all times relevant, Defendants Does 1 through 50, are individuals
6 or entities, including any successor and/or predecessor companies thereto, that
7 designed, manufactured, produced, assembled, supplied, wrapped, sold, repaired,
8 and/or distributed the subject batteries and/or similar lithium-ion 18650 batteries
9 manufactured by Defendant LG Korea. Plaintiff does not know and cannot ascertain
10 the true names of Defendant Does 1 through 50 despite due diligence on his part.
11 Upon information and belief, Defendant Smoke City is the seller of the Subject
12 Battery. Defendant Smoke City is the entity which can provide information as to
13 the distributors, importers, manufacturers, designers, or corporations to which
14 and/or from which it purchased and/or sold the Subject Battery. Plaintiff will obtain
15 this information from Defendant Smoke City, through the discovery process, and
16 seek leave to amend the pleading and provide the true names of Defendants Does 1
17 through 50.
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II. JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332; the Plaintiff and the Defendants are diverse and the amount in controversy exceeds \$75,000.00.

11. Defendant Smoke City, at all material times, either directly or through entities promoted, distributed, sold, or otherwise placed the Subject Battery into the stream of commerce. The subject battery was sold for use in Hermiston, Oregon and as a result of the sale, promotion, distribution, placement into the stream of commerce, and/or marketing of such battery, Plaintiff was injured in Washington.

12. This Court has personal jurisdiction over Defendant Smoke City because at all material times Defendant Smoke City was and is a Washington corporation with its principal place of business located within that state.

13. Personal jurisdiction is appropriate in this Court as to Defendant LG Korea because of its purposeful, continuous, and systematic contacts with Washington entities and the Washington market including, but not limited to the following:

- a. Committing a tortious act within the State of Washington by selling and delivering defective products to persons, firms, or corporations in this state via its distributors, dealers, wholesalers, and brokers. It

1 knew and intended that such products would be, and were, used by
2 consumers in Washington in the ordinary course of commerce and
3 trade;

4

5 b. Conducting and engaging in substantial business and other activities
6 in Washington by selling products to persons, firms, or corporations in
7 this state via its distributors, wholesalers, dealers, and brokers. It
8 knew and intended that such products would be, and were, used by
9 consumers in Washington in the ordinary course of commerce and
10 trade;

11

12 c. Purposefully directing sales of its products, either directly or
13 indirectly, to the State of Washington with the intent and knowledge
14 that said products would reach and be used by Washington residents
15 and consumers;

16

17 d. At or about the time Plaintiff was injured, Defendant LG Korea
18 engaged in solicitation activities in Washington to promote the sale,
19 consumption, use, maintenance, and/or repair of its products;

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21 e. At all pertinent times, LG Korea derived substantial revenue from the
22 sale of its products in the State of Washington; and

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1 f. Selling products with knowledge or reason to foresee that these
2 products would be shipped in interstate commerce and would reach
3 the market of Washington users or consumers.

4
5 14. Venue is proper in this Court because a substantial part of the events
6 or omissions on which the claims asserted herein are based occurred in this District.
7

8 **III. FACTS**

9 **E-Cigarettes**

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11 15. E-cigarettes, which are also known as e-cigs, vapes, vape pens, and
12 mods (customizable, more powerful vaporizers) are battery operated devices that
13 deliver nicotine through flavoring and other chemicals to users in the form of vapor
14 instead of smoke.¹ They were first patented in 2003 and have been available for
15 sale in the United States since 2007.²
16

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18 16. E-cigarettes are designed to simulate the act of smoking traditional
19 tobacco, allegedly with less of the toxic chemicals produced by the burning of
20 tobacco leaves and other chemicals contained in traditional, combustible
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25 ¹ See generally, *Electronic Cigarettes*, National Institute on Drug Abuse, Rev. March 2018, available at <https://www.drugabuse.gov/publications/drugfacts/electronic-cigarettes-e-cigarettes>.

26 ² McKenna, L., *Electronic Cigarette Fires and Explosions in the United States 2009-2016*, U.S. Fire administration,
27 July 2017 available at https://www.usfa.fema.gov/downloads/pdf/publications/electronic_cigarettes.pdf

1 cigarettes.³ E-cigarettes offer doses of nicotine with a vaporized solution, often
 2 referred to as “juice,” “e-liquid,” or “pods,” providing a physical sensation similar
 3 to tobacco smoke.

5 17. Generally, electronic cigarettes operate the same way regardless of
 6 the model in that they typically consist of at least three (3) component parts: a tank,
 7 a battery that works to heat the juices or e-liquid contained in the tank, and an
 8 atomizer that converts the liquid into vapor that the user inhales.

11 18. E-cigarettes differ from traditional cigarettes in a critical way: the e-
 12 cigarette is battery-operated and uses a heating element to produce vapor, and the
 13 traditional cigarette has no electronic component. While both products may
 14 produce a similar physical sensation, e-cigarettes pose an additional danger - the
 15 battery-powered heating element, as well as the battery itself - that can and have
 16 caused explosions, fires, and serious injury.

19 19. E-cigarettes are more dangerous than other products that contain
 20 lithium batteries because the e-cigarette is most often designed as a cylindrical
 21 device, requiring a lithium-ion battery of a similar shape. When the device
 22

26 ³ See generally, *Electronic Cigarettes*, National Institute on Drug Abuse, Rev. March 2018, available at
 27 <https://www.drugabuse.gov/publications/drugfacts/electronic-cigarettes-e-cigarettes>.

1 malfunctions or fails, the battery can be shot out like a bullet or rocket.⁴

2 20. At least two deaths have been reported in relation to an exploding e-
 3 cigarette.⁵

4 21. E-cigarettes have become increasingly popular. They have been
 5 marketed as smoking-cessation aids and as a healthier alternative to traditional
 6 tobacco cigarettes. The selection of products has grown at an extremely rapid rate.

7 22. Since their introduction into the United States, sales have risen
 8 dramatically from approximately \$20 million in 2008 to \$2.5 billion in 2012.
 9 Industry experts predict the e-cigarette industry will become an \$85 billion
 10 business within a decade and surpass the tobacco industry.⁶

11 23. Until recently, e-cigarette marketing has been unfettered and
 12 unregulated. Whereas tobacco advertisements have been banned on radio and
 13 television for more than 40 years, no such restrictions have been instituted in the
 14 e-cigarette arena. Manufacturers, distributors, and sellers of e-cigarettes therefore
 15 reach a broader consumer base than the tobacco industry and have the freedom to
 16 utilize the same marketing tactics previously employed by big tobacco. Namely,

24

 25 ⁴ United States Fire Administration, *Electronic Cigarette Fires and Explosions*, October 2012, at p. 5.

26 ⁵ See <https://www.washingtonpost.com/health/2019/02/05/vape-pen-kills-man-after-exploding-his-mouth/>.

27 ⁶ Clarke, T., *Reports of E-Cigarette Injury Jump Amid Rising Popularity, United States Data Show*, Reuters.com, April 17, 2012.

1 to tout the supposed health benefits of their products absent scientific and medical
2 data to support such claims; to portray e-cigarette smoking as a harmless pastime
3 on TV, radio, and in print; capitalize on individuals already addicted to nicotine;
4 and/or encourage nicotine newcomers (mainly youths and young adults) to pick up
5 the habit.
6

7 24. Despite advertisements that represent e-cigarettes as a healthier
8 alternative to traditional cigarettes, various articles have concluded that the long-
9 lasting effects of smoking e-cigarette devices are unknown.⁷
10

11 25. In 2017, the United States Fire Administration characterized the
12 “combination of an electronic cigarette and a lithium-ion battery” as a “new and
13 unique hazard” because there is “no analogy among consumer products to the risk
14 of a severe, acute injury presented by an e-cigarette.”⁸
15

16 **Plaintiff’s Injury**

17 26. Plaintiff began using e-cigarettes in an effort to quit smoking traditional
18 cigarettes.
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24 ⁷⁷ See e.g. National Academies of Sciences, Engineering, and Medicine, *Public Health Consequences of E-Cigarettes*.
25 Washington, DC: The National Academies Press, 2018 (characterizing the use of e-cigarettes on public health as
26 “unknown” and conclusively determining e-cigarette smokers are exposed to potentially toxic substances in addition
27 to nicotine).

⁸ McKenna, L., *Electronic Cigarette Fires and Explosions in the United States 2009-2016*, U.S. Fire administration,
July 2017.

1 27. Plaintiff purchased the Subject Battery from Defendant Smoke City at
2 its Hermiston, Oregon location prior to the subject incident as a power source for his
3 Eleaf iStick Pico Mini e-cigarette device.

4 28. On or around November 7, 2019, Plaintiff was working on his truck in
5 his front yard with the Subject Battery and another battery in his left front pocket.
6 Suddenly and without warning, Plaintiff's left pants pocket caught fire. Plaintiff
7 ripped off his pants as quickly as he could.

8 29. Plaintiff used a fire extinguisher to douse the flames.

9 30. Plaintiff went to the Good Shepherd Health Care Emergency Room in
10 Hermiston, Oregon, where he received pain medication and was initially diagnosed
11 with second and third degree burns to his left thigh.

12 31. Plaintiff was transferred the same day by ambulance to the Legacy
13 Health Emanuel Burn Unit in Portland, Oregon, where Plaintiff received further
14 treatment for his injury and where he stayed for approximately the next eight days
15 before being discharged on or around November 16, 2019.

16 32. Plaintiff received follow-up treatment for his burns at the Oregon Clinic
17 Burn Specialists in Portland, Oregon.

18 33. Plaintiff struggled to sit, bend, and stoop for several months after the
19 explosion.

34. As a result of the battery explosion, Plaintiff sustained severe, permanent physical and emotional injuries.

IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION
DEFECTIVE DESIGN AND MANUFACTURE
(Against Defendant LG Korea)

41. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the allegations in paragraphs 1-40 above.

42. At all times material hereto, Defendant LG Korea was engaged in the business of selling, manufacturing, fabricating, designing, assembling, distributing, inspecting, warranting, leasing, renting, retailing, wholesaling, or advertising electronic cigarette products, including but not limited to 18650 lithium-ion batteries.

43. Defendant LG Korea knew or reasonably should have known that consumers would use the Subject Battery with e-cigarettes, and that consumers would keep said battery close to their person in some manner as Plaintiff did here.

44. Defendant LG Korea manufactured, designed, assembled, packaged, tested, fabricated, inspected, marketed, distributed, and sold electronic cigarette products, including but not limited to the Subject Battery and each of its component parts with defects in both the design, inspection, manufacturing and distribution, which made it dangerous, hazardous and unsafe for its intended use. The design,

1 manufacturing and distribution defects in LG Korea's lithium-ion batteries,
2 including but not limited to the Subject Battery, caused them to explode and/or to
3 catch on fire in the course of their intended use.

4
5 45. LG Korea failed to warn the public and consumers of the dangers in the
6 foreseeable and intended use of their lithium-ion 18650 batteries, including the
7 Subject Battery.

8
9 46. The Subject Battery contained a design and/or manufacturing and/or
10 distribution defect when it was introduced into the stream of commerce by the LG
11 Korea.

12
13 47. The Subject Battery was unsafe for its intended use due to a design
14 and/or manufacturing and/or distribution defect, and it failed to perform as safely as
15 an ordinary customer would expect when used in an intended and foreseeable
16 manner.

17
18 48. The risk of danger in the design of the Subject Battery outweighed any
19 benefits of the design, and safer alternative designs were available at the time of
20 manufacture and distribution. Therefore, the Subject Battery presented a substantial
21 and unreasonable risk of serious injury to the users of said products, or those in the
22 vicinity of said products.

49. The Subject Battery was unsafe to an extent beyond that which a normal user would contemplate.

50. As a direct and proximate result of the defects in the Subject Battery, Plaintiff suffered severe personal injuries.

51. LG Korea is liable to Plaintiff because of the defective design, manufacture, and/or distribution of its lithium ion 18650 batteries, including the Subject Battery.

SECOND CAUSE OF ACTION
FAILURE TO WARN
(Against Defendant LG Korea)

52. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the allegations in paragraphs 1-51 above.

53. At all times material hereto, Defendant LG Korea was engaged in the business of selling, manufacturing, fabricating, designing, assembling, distributing, inspecting, warranting, leasing, renting, retailing, wholesaling, or advertising lithium-ion 18650 batteries.

54. At the time that Plaintiff purchased the Subject Battery, it lacked adequate warnings on the inside and outside of the packaging and no warnings were imprinted on the Subject Battery regarding the dangers of use, charging, transportation or storage of the Subject Battery.

1 55. At the time Plaintiff purchased the Subject Battery, it lacked adequate
2 warnings that would reasonably catch Plaintiff's attention, with regard to the use,
3 charging, transportation or storage of the Subject lithium-ion 18650 battery.
4

5 56. At the time that Plaintiff purchased the Subject Battery, there were
6 inadequate warnings so as to give a fair indication of the risks of the use, charging,
7 storage and/or transportation of the Subject Battery.
8

9 57. At the time that Plaintiff purchased the Subject Battery it lacked
10 adequate warnings of sufficient intensity justified by the magnitude of the risk of
11 the use, charging, storage and/or transportation of the batteries.
12

13 58. Defendant LG Korea knew that consumers would charge, use, store
14 and transport lithium-ion 18650 batteries like the Subject battery.
15

16 59. Defendant LG Korea did not adequately warn the public and
17 consumers of the dangers involved in the reasonable use and storage of the said
18 Subject Battery at issue in this case.
19

20 60. Therefore, the Subject Battery presented a substantial and
21 unreasonable risk of serious injury to the users of said battery, or those in the
22 vicinity of use.
23

24 61. The likelihood that the Subject Battery would cause severe injuries like
25 those suffered by Plaintiff rendered any warnings and instructions inadequate.
26

62. The Defendants could have provided adequate warnings or instructions but did not.

THIRD CAUSE OF ACTION NEGLIGENCE (Against Defendant LG Korea)

63. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the allegation in paragraphs 1-62 above.

64. Defendant LG Korea owed a duty of care to consumers, including Plaintiff, to use reasonable care in the design, testing, manufacture, assembly, and sale of the Subject Battery.

65. Defendant LG Korea designed, manufactured, assembled, marketed, sold, supplied, and distributed the Subject Battery in the regular course of its business.

66. Defendant LG Korea breached its duty to Plaintiff and other consumers like him in one or more of the following ways:

- a. Failing to design, manufacture, distribute, and sell the Subject Battery in such a manner that it would not spontaneously heat up and catch fire;
- b. Failing to design the Subject Battery such that it would not heat up, catch fire, or explode during normal and foreseeable use;

- 1 c. Failing to adequately warn of the hazards presented by the Subject
- 2 Battery, including but not limited to the risk of fire and explosion;
- 3
- 4 d. Failing to properly and adequately warn, instruct, or direct customers
- 5 on proper handling of e-cigarette products, including the subject device;
- 6
- 7 e. Failing to adequately test the Subject Battery before and during the
- 8 design, production, and sale of the Subject Battery to the public;
- 9
- 10 f. Failing to institute and maintain adequate quality control policies and
- 11 procedures to protect against the sale of defective and unreasonably
- 12 dangerous rechargeable lithium-ion batteries, including the Subject
- 13 Battery;
- 14
- 15 g. Placing a product on the market that was defective, unreasonably
- 16 dangerous, and unfit for consumer use;
- 17
- 18 h. Failing to exercise ordinary care in discharging its duties as a
- 19 manufacturer and/or seller of rechargeable lithium-ion batteries to its
- 20 consumers.

22 67. It was or should have been foreseeable to Defendant LG Korea that its
23 conduct and/or omissions could cause serious injuries to consumers of its
24 rechargeable lithium-ion batteries, including the Subject Battery, during use by end-
25 consumers like the Plaintiff.

68. Defendant LG Korea's actions and inactions, as set forth above, were a substantial and contributing factor in causing Plaintiff's injuries and damages.

FOURTH CAUSE OF ACTION *NEGLIGENCE* *(Against Defendant Smoke City)*

69. Plaintiff realleges and incorporates by reference, as if fully set forth herein, the allegations in paragraphs 1-68 above.

70. Defendant Smoke City is liable to Plaintiff for the injuries he sustained from the use of the Subject Battery he purchased from Smoke City due to its negligent distribution, inspection, marketing, warning, and selling of the Subject Battery.

71. Defendant Smoke City knew or should have known that consumers, including Plaintiff, would suffer injury as a result of its failure to exercise ordinary care as described herein.

72. Defendant Smoke City breached the duty of reasonable care it owed Plaintiff in the following ways:

- a. Failing to properly inspect and test LG lithium-ion 18650 batteries before selling them to customers:

- 1 b. Failing to provide reasonable and adequate warnings to consumers and
- 2 users of the LG lithium-ion 18650 batteries to alert users of the
- 3 dangerous conditions described herein;
- 4 c. Selling, distributing, and marketing LG lithium-ion 18650 batteries
- 5 that were defective, unreasonably dangerous, and unfit for consumer
- 6 use; and otherwise failing to exercise ordinary care in discharging its
- 7 duties as a seller of consumer products to the general public;
- 8 d. Failing to take adequate precautions regarding the third-party
- 9 manufacturers and sellers it partners with are in good standing in their
- 10 home county or forum; and
- 11 e. Failing to take adequate steps to ensure the products sold by
- 12 manufacturers and/or other third party sellers on its e-commerce
- 13 website are safe.

19 73. Defendant Smoke City knew or in the exercise of due care should have
20 known that the LG lithium-ion 18650 batteries would be used without inspection in
21 an unreasonably dangerous condition and would create a foreseeable risk of harm
22 to users, such as Plaintiff.

23 74. Defendant Smoke City knew or reasonably should have known that
24 the LG lithium-ion 18650 batteries were dangerous or were likely to be dangerous

1 when used in a reasonably foreseeable manner. Defendant Smoke City knew or
2 reasonably should have known that ordinary users, like Plaintiff, would not realize
3 the hazards and risks posed by LG lithium-ion 18650 batteries.
4

5 75. At the time of the incident, Plaintiff was not aware LG lithium-ion
6 18650 batteries presented any risk of injury to him and had not been advised or
7 informed by anyone that LG lithium-ion 18650 batteries could explode or otherwise
8 pose a risk to his health and safety.
9

10

11 **V. PRAYER FOR RELIEF**

12 Wherefore, Plaintiff prays for the following relief:
13

14 A. Medical and incidental expenses incurred and to be incurred;
15 B. Lost earnings and earning capacity, past and future;
16 C. Pain, suffering, emotional distress, disfigurement, and loss of enjoyment
17 of life, past and future;
18 D. Punitive damages in an amount to be determined at the time of trial; and
19 E. Any other relief as this Court may deem just and proper.
20

21

22 **JURY DEMAND**

23 Plaintiff demands a trial by jury on all issues so triable.
24

25 //

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1 Dated this 2nd day of February, 2022
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Respectfully submitted,

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